

IN THE CIRCUIT COURT OF TENNESSEE  
FOR THE THIRTIETH JUDICIAL DISTRICT AT MEMPHIS

FILED  
FEB 04 2019  
CIRCUIT COURT CLERK  
BY [Signature] D.C.

POLLACK BELZ COMMUNICATION  
COMPANY INC.,

Plaintiff,

v.

FEDERAL INSURANCE COMPANY,  
INSURANCE SOURCE, INC and John Does 1 and  
2 et al.

Defendants.

No. CT-0485-19

Division III

COMPLAINT  
Jury Trial Requested

COMES NOW the Plaintiff, Pollack Belz Communication Company Inc.  
("Pollack/Belz"), and files this Complaint, respectfully showing as follows:

1. Pollack/Belz is a Tennessee entity duly qualified and in good standing in the County of Shelby and the State of Tennessee.
2. Defendant Federal Insurance Company (a subsidiary of Chubb Group of Insurance Companies) is an insurer registered to do and doing business in the State of Tennessee.
3. Defendant Insurance Source, Inc is an insurance agent registered to do and doing business in the state of Tennessee.
4. Pollack/Belz the owner of a television station located at PO Box 8818, Alexandria, Louisiana (the "Business").
5. Pollack/Belz entered an insurance contract for the Business in Shelby County, Tennessee (the "Contract") with the Defendants (collectively, "Chubb").

6. The transactions which are the subject of this litigation occurred in Shelby County, Tennessee.

7. This Court has jurisdiction over this matter and venue is proper in this Court.

8. Pursuant to the Contract, Pollack/Belz paid additional premiums to Chubb for ten (10) years for Business Income With Extra Expense up to the limit of \$2,262,940.00 (the "Coverage").

9. On or about November 4, 2016, there was a power surge at the Business which affected the Business's ability to do business (the "Incident").

10. As a result of the Incident the Business suffered losses in the amount of \$116,719.00 (the "Business Income Loss").

11. Chubb refused to reimburse Pollack/Belz the full Business Income Loss which was lower than the Coverage.

12. Chubb breached the Contract with Pollack/Belz.

13. Chubb has additional liability to Pollack/Belz pursuant to Tennessee Code Annotated Section 56-7-105 for bad-faith failure to pay within sixty (60) days after Pollack/Belz made the demand.

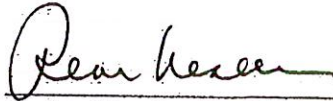
WHEREFORE, PREMISES CONSIDERED, Pollack/Belz prays:

1. That a judgment be entered against the Defendant, Chubb in the principal amount of \$101,719.00 plus twenty-five percent (25%) on the liability for the loss plus pre-judgment interest and all fees and costs of collection, including, but not limited to, reasonable attorneys' fees;

2. That the costs of this cause be adjudged against the Defendants; and

3. For such other, further relief, both general and specific, to which Pollack/Belz may be entitled.

Respectfully submitted,



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